Where an insured dies suffering from the effects of both a disease and an accidental injury, the liability of the insurer under a policy containing the above condition depends on whether the accident was the "efficient", "predominant", or "sole and proximate" cause of death. *Freeman* v. *Mer. Acc. Assn.*, 156 Mass. 351, 30 N. E. 1013, 17 L. R. A. 753; *French* v. *Fidelity & Casualty Co.*, 135 Wis. 259, 115 N. W. 869; *Winspear* v. *Acc. Ins. Co.*, L. R. 6 Q. B. D. 42; *Lawrence* v. *Acc. Ins. Co.* L. R. 7 Q. B. D. 216. Consequently where the accident causes a disease which terminates in death it is almost uniformily held that the insured is liable. Cases illustrating this are those of blood poisoning: *Cary* v. *Preferred Acc. Ins. Co.*, 127 Wis. 67, 106 N. W. 1055, 5 L. R. A. N. S. 926, 115 Am. St. Rep. 997, 7 Ann. Cas. 484; *Cent. Acc. Ins. Co.* v. *Rembe*, 220 Ill. 151; *Martin* v. *Manf. Acc. Indemnity Co.*, 151 N. Y. 94; *Western Con. Trav. Assn.* v. *Smith*, 85 Fed. 401, 40 L. R. A. 653; *Rheinheimer* v. *Aetna L. Ins. Co.*, 77 Oh. St. 360; and erysipelas: *McAuley* v. *Casualty Co.*, 39 Mont. 185; *Delaney* v. *Mod. Acc. Club*, 121 Iowa 528, 97 N. W. 91, 63 L. R. A. 603; and pneumonia: *Armstrong* v. *West Coast Line Life Ins. Co.*, (Utah) 124 Pac. 518; *Johnson* v. *Cont'l. Casualty Co.*, 122 Mo. App. 369; and rheumatism: *Travelers' Ins. Co.* v. *Hunter*, 30 Tex. Civ. App. 489. See also *Preferred Acc. Ins. Co.* v. *Fielding*, 35 Colo. 19; *Cont'l. Casualty Co.* v. *Peltier*, 104 Va. 222. And by the weight of authority (this being the view taken in the principal case) where the accident is the proximate cause of the death, the insurer under such a policy is liable, even where the disease pre-existed the injury. *Fetter* v. *Fidelity & Casualty Co.*, 174 Mo. 256, 73 S. W. 592, 61 L. R. A. 459, 97 Am. St. Rep. 560; *Cont'l. Casualty Co.* v. *Lloyd*, 165 Ind. 52; *Fidelity & Casualty Co.* v. *Cooper*, 137 Ky. 544, 126 S. W. 111; but see *contra*, *Penn.* v. *Standard L. & A. Co.*, 158 N. C. 29, 73 S. E. 99. To be distinguished from the above cases are those involving policies exempting insurers from liability for "any death which results wholly or in part, directly or indirectly from disease or bodily infirmity". This condition refers to another contributing cause, whether proximate or remote. It follows, under such policies, that if a latent pre-existing disease is aggravated by an accident, the insurer is not liable for ensuing death. *White* v. *Standard Ins. Co.*, 95 Minn. 77, 103 N. W. 735, 5 Ann. Cas. 83; *Aetna Life Ins. Co.* v. *Darney*, 68 Oh. St. 151; *Binder* v. *Nat'l. Assn.*, 127 Iowa 25; *Cawley* v. *Nat'l. Employers' Assn.*, 1 Cab. & El. 597; *Mod. Casualty Co.* v. *Glass*, 29 Tex. Civ. App. 159; *Stanton* v. *Trav. Ins. Co.*, 83 Conn. 708, 78 Atl. 317, 34 L. R. A. N. S. 445; *Com. Trav. Ass'n.* v. *Fulton*, 79 Fed. 423; *Nat'l. Acc. Assn.* v. *Shyrock*, 73 Fed. 774. Though if the disease is present but does not contribute to the death the insurer is liable even under such a policy. *New Amsterdam Casualty Co.* v. *Shields*, 155 Fed. 54; *M. W. A.* v. *Shryock*, 54 Neb. 250, 39 L. R. A. 826; *Ill. Com. Men's Assn.* v. *Parks*, 179 Fed. 794; *Hall* v. *Am. Mas. Acc. Assn.*, 86 Wis. 518, 57 N. W. 366.

INSURANCE—EFFECT OF KNOWLEDGE BY AGENT OF GROUNDS FOR FORFEITURE. —The uncommunicated knowledge of its agent, acquired upon delivery of the policy, of additional insurance, and an assignment for the benefit of creditors, of whom the agent was one, will not, in the absence of an indorsed

waiver, estop the insurer from avoiding a Standard Form fire insurance policy. *Roper et al* v. *National Fire Ins. Co. of Hartford, et al,* (N. C. 1912) 76 S. E. 869.

Upon the single ground that the agent, as an interested creditor, was engaged in a transaction adverse to his principal, and his knowledge was therefore not imputable to the insurer, the case is well decided. *Shaffer* v. *Milwaukee Mech. Ins. Co.,* 17 Ind. App. 204, 46 N. E. 557; 31 Cyc. 1595. But the court reasons further that as the attempted proof of waiver was by parol it was incompetent because the legislature in enacting the Standard Form has declared that waivers shall be only by indorsement. Applied to strict waivers that is correct. However, there is weighty authority that if an agent, with knowledge of a ground of forfeiture, delivers the policy and receives the premium, it would be virtually a fraud on the insured to permit the insurer to claim the forfeiture. To avoid this many courts allow parol proof, as an estoppel *in pais,* in cases of Standard Policies. *Welch* v. *Fire Ass'n.,* 120 Wis. 456, 98 N. W. 227; *N. Y. Assn.* v. *Westchester Ins. Co.,* 110 App. Div. 760, affirmed 189 N. Y. 525; *Leisen* v. *St. R. F. & M. Ins. Co.,* 20 N. D. 316, 127 N. W. 837, 30 L. R. A. N. S. 539; *Fosmark* v. *Equi. Fire Ass'n., 23* S. D. 102, 120 N. W. 777. Aside from the Standard Form feature of the case, the question is suggested whether, on the theory of estoppel, those conditions which affect the inception of the policy can be proved by parol to be inoperative. The overwhelming weight of authority admits such proof. *Peoples Fire Ins. Co.* v. *Goyne,* 79 Ark. 315, 96 S. W. 365, 16 L. R. A. N. S. 1180, 9 Ann. Cas. 373; *Beebe* v. *Ins. Co.,* 93 Mich. 514, 53 N. W. 818, *32* Am. St. Rep. 519, 18 L. R. A. 481; *Atlanta Home Ins. Co.* v. *Smith,* 136 Ga. 592, 71 S. E. 902; *Wilson* v. *Germania Ins. Co.,* 140 Ky. 642, 131 S. W. 785; *Medley* v. *German Alliance Ins. Co.,* 55 W. Va. 342, 47 S. E. 101, 2 Ann. Cas 99. See exhaustive citations in *Western Nat'l. Ins. Co.* v. *Marsh,* (Okla.) 125 Pac. 1094. The United States Supreme Court reached a contrary conclusion in *Northern Assur. Co. v. Grand View Bldg. Ass'n.,* 183 U. S. 308, 362, and similar holdings obtain in Massachusetts, New Jersey, and Rhode Island, and the territorial courts. Recent state decisions cited supra with deference have refused to follow the Supreme Court. It is significant that in *Western Nat'l. Ins. Co.* v. *Marsh,* the Oklahoma court abandoned the Federal rule as to all contracts made since statehood. For a discussion of the general principles involved, see 8 Mich. L. Rev. 664.

Master and Servant—What is a "Defect" in Employer's Plant?—Plaintiff was employed as porter or care-taker in defendant's place of business. Part of plaintiff's duties consisted in cleaning lighting fixtures which were situated about twelve feet from the floor. The floor of the room was covered with tiling which at times was slippery. To enable plaintiff to reach the fixtures defendant furnished him with an extension ladder and instructed him to use it when engaged in the discharge of his duties. There was nothing at either end of the ladder to fasten the same to or to prevent it from slipping. The plaintiff while discharging his duty in a careful manner was injured by the slipping of the ladder. *Held* that such a ladder, under the cir-